

## ACCREDITATION TRAINING

These terms and conditions apply to all agreements by Sara Davison Global Enterprise Limited.

Sara Davison Global Enterprises Limited is a company registered in England and Wales under 8599385, its registered office at Clay Barn, Ipsley Court, Berrington Close, Redditch, Worcestershire, B98 0TJ, referred to as "SDGE, "we", "us" or "our "and You as ("You" or "Your"). SDGE and You shall collectively be referred to as the PARTIES or, individually, a PARTY.

### 1) BACKGROUND

- 1.1 Sara Davison Break-up and Divorce Coach Practitioner Accreditation Programme ("Practitioner Accreditation") and Master Practitioner Accreditation Programme have been created by SDGE based on experience, learning and knowhow developed by SDGE.
- 1.2 SDGE provide various Courses and accreditations from time to time.
- 1.3 Practitioner Accreditation and Master Practitioner Accreditation provides access to proprietary information, knowhow, processes, and learning devised, created, assimilated and formalised by SDGE for use by those who wish to trade as Sara Davison Breakup and Divorce Coach Accredited Practitioners.
- 1.4 Upon successful completion of a Practitioner Accreditation Program or Master Practitioner Accreditation Programme the practitioner will be entitled upon payment of the Accreditation Fees to trade as a Sara Davison Accredited Breakup and Divorce Coach Practitioner or a Sara Davison Accredited Breakup and Divorce Coach Master Practitioner in accordance with the knowhow, techniques and methods which are disclosed during such training and as may be updated from time to time.
- 1.5 SDGE is an independent organisation not regulated by any professional body and is not required to be regulated or affiliated to any organisation or trade body.

### 2) DEFINITIONS

In these terms and conditions and in all agreement formed which include the same, the following words shall have the meanings set out below

ACCREDITATION PROGRAM	The programs, courses and events to which these Terms and Conditions apply include the costs, deliverables as set out and published by SDGE on its website at <a href="https://www.saradavison.com/coaches/coach-signup/">https://www.saradavison.com/coaches/coach-signup/</a> from time to time
ACCREDITATION FEE	an annual fee payable to SDGE following completion of the appropriate accreditation Course which shall entitle You to hold Yourself out as a Sara Davison Accredited Coach in accordance with the provisions of APPENDIX 1
AFFILIATES/AFFILIATED COMPANY	any person or business directly or indirectly in control of, or controlled by, or is under common control of a party to these Terms and Conditions or has the ability direct or cause the direction of the management and policies of that Party whether by contract or otherwise.
AVAILABLE INFORMATION	all information, technical specifications, projections, performance data, published by SDGE relating to any aspect of the possible value use

	function or operation of the Accreditation Program.
COMMENCEMENT DATE	as notified by SDGE relating to each Course, or event or the date upon which You are provided with access to the on-line training facilities.
COURSE	one or more training events or a program of events delivered in person or online.
CONFIDENTIAL INFORMATION	<p>information in any form including oral, graphic, written, electronic, machine-readable, or hard copy consisting of:</p> <p>(i) any non-public information provided by the disclosing Party, including but not limited to its inventions, designs, data, source and object code, program interfaces, know-how, trade secrets, techniques, ideas, discoveries, marketing and business plans, pricing, profit margins, and/or similar information; or</p> <p>(ii) any information which the disclosing Party identifies as confidential information or that should reasonably be understood to be confidential from the nature of the information or from the context of its disclosure. Confidential Information also includes these Terms and Conditions, its terms, and the fact of its existence.</p>
FORCE MAJEURE	without limitation, events or circumstances unforeseeable or beyond the control of the Parties, including, but not limited to, earthquake, hurricane, flood, fire, war, riot, strike, changes in law or other domestic or foreign governmental acts; the loss of assets or data caused by computer virus attacks on exchange servers or other computing or internet systems; the loss of assets or data caused by hacking on exchange servers or other computing or internet systems; the loss of assets or data caused by the interruption of services of electric equipment from a third party or public network; other events, which no Party can foresee and prevent from happening.
INTELLECTUAL PROPERTY RIGHTS:	patents, utility models, rights to inventions, use of knowhow, methods and processes. copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered

and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

PERSON

a natural person, corporate or unincorporated body (whether having separate legal personality).

PARTICIPANT/YOU /YOURS

a person who has booked to receive training and or participate in one or more programs or events.

VAT:

value added tax, purchase, or equivalent tax.

SERVICES

the provision of training, courses, events and programs as may be devised and or delivered by SDGE from time to time.

### **3) INTERPETATION**

Clause, Schedule, and paragraph headings shall not affect the interpretation of these Terms and Conditions.

A person includes a natural person, corporate or unincorporated body (whether having separate legal personality).

The Schedules form part of these Terms and Conditions and shall have effect as if set out in full in the body of these Terms and Conditions. Any reference to these Terms and Conditions includes the Schedules.

A reference to a company shall include any company, corporation, or other body corporate, wherever and however incorporated or established.

References to Clauses and Schedules are to the Clauses and Schedules of these Terms and Conditions.

Unless the context otherwise requires, words in the singular include the plural and, in the plural, include the singular.

These Terms and Conditions shall be binding on, and endure to the benefit of, the Parties to these Terms and Conditions and their respective personal representatives, successors and permitted assigns, and references to any Party shall include that Party's personal representatives, successors and permitted assignees.

A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.

### **4) TRAINING AND ACCREDITATION**

4.1 SDGE agree to training in accordance with the relevant training program.

4.2 Services include:

- a. training You to perform divorce-and breakup coaching, domestic abuse coaching related services in a manner and method and using procedures and know-how created and or approved by SDGE. (“Accreditation”); and
  - b. permitting those who gain Accreditation to represent themselves as Accredited Sara Davison Breakup and, Divorce Coach Practitioners and or Master Practitioners and or Platinum Practitioners or otherwise as specified from time to time.
- 4.3 Training and materials information and know-how provided whether in hard-copy or online or by transmission to You is for Your use alone and You shall keep secure and may not share any passwords credentials or authorisations to access, reproduce distribute or publish the same.

## **5) COURSE FEES PAYABLE**

- 5.1 Each Course, program and event is a single product and the Fees relating thereto shall become due prior to commencement of the Course program or the event (as the case may be).
- 5.2 Fees relating to Courses events or programs, (Fees) may be paid by not more than 12 instalments in accordance with the details of which are set out on the webpage specific to each Course.
- 5.3 All Fees are subject to VAT which shall be payable and is inclusive to the amount stated.
- 5.4 Each Course and training program or event is delivered as a single product/service and the Fees shall become due upon commitment to and agreement by you to participate on the relevant Course,
- 5.5 Subject to our agreement fees may be paid by instalments as You complete the same details of which are set out on the Webpage relating to the specific Course.

## **6) LIABILITY AND LOSS**

- 6.1 Licensor will use reasonable commercial endeavours regarding the quality and availability of video and other media provided across digital networks.
- 6.2 Licensor is not responsible for any failure limitations or restrictions on the availability quality or accessibility attributable to telecommunication systems, network, computer systems, network or service provider which are not under the direct control of SDGE.
- 6.3 It is Your obligation to acquire appropriate technology and equipment, maintain best practices to secure all data and comply with all privacy and data protection laws, secure data storage and to prevent third-party interference or wrongful access to SDGE’s materials.
- 6.4 In any event, SDGE’s will not be liable for any claims damages or loss, including whether direct or indirect and including any claims for loss of opportunity, loss of profit or increased costs howsoever arising including without limitation from any alleged deficiency or shortcoming in the quality of the Services provided or the availability or delivery of on-line training facilities (including the quality and availability of those services) including claims arising from alleged misrepresentation and whether arising in tort or contract.
- 6.5 SDGE’s liability will in any event be limited to the value of any payments made in the 12 months immediately prior to the date when any claim or dispute arises.
- 6.6 It is Your sole responsibility to use the information know-how and training in a safe appropriate and lawful manner.

## **7) CONTENT / COURSE WORK**

- 7.1 Guidance as to the Accreditation Programme will be made available on the SDGE Website.

- 7.2 To be granted Accreditation, You must achieve the level of competence deemed suitable by SDGE (at its sole discretion) in relation to both:
- a. the nature of the Your participation on any Course or in relating to any Accreditation Programme training sessions and
  - b. the quality of the work presented by You in the Coursework.

## **8) USE OF INTELLECTUAL PROPERTY**

- 8.1 All Intellectual Property in and relating to the knowhow, techniques, models, procedures, media, documentation workbooks, materials and communications provided to You is and shall remain the legal and equitable property of SDGE which shall include all modifications and improvements thereto whether these originate from You or from SDGE.
- 8.2 You shall be entitled to use what You have learnt (the know-how) for Your own commercial purposes to provide coaching services to clients who engage You personally to provide this service.
- 8.3 You must not use or be entitled to use the Intellectual Property or any of it to assist train or procure others to provide coaching services.
- 8.4 You will keep the Intellectual Property including all knowhow, procedures process and methods confidential.
- 8.5 You may not copy distribute publish or make available any of the materials documents or knowhow to any third party nor enable procure or assist others to do so.
- 8.6 You shall on demand return to SDGE copies of all documents, media, notes and information however stored which relate to or which record the Intellectual Property or any of it.

## **9) TIME FOR PERFORMANCE OF SDGE'S OBLIGATIONS**

- 9.1 The date or dates for performance of the Service or Services by SDGE and the duration of any Subscriptions Course are set out in SDGE's Website.
- 9.2 The details of each Course and the time (if limited) for completion and whether these are provided remotely or in person will be set out on the Website or provided to You prior to commencement.
- 9.3 Where Courses and or Training are self-paced and or delivered on-line it is Your responsibility to complete the Course within a reasonable time no longer than 12 months
- 9.4 You agree that the timescale for delivery of the on-line training services or the performing of all other Services which You become entitled to Services is "reasonable", as required by the Consumer Rights Act 2015.

## **10) TERMINATION/SUSPENSION**

- 10.1 If there is a breach of any of these conditions by You, or if You engage in behaviour which is inappropriate or are deemed in our absolute discretion. unsuitable to be trained as a Sara Davison Accredited Coach,
- 10.2 SDGE reserves the right to terminate Your participation in the Accreditation Program at its discretion, in such event you shall not hold yourself out, expressly or by implication as authorise, approved trained or endorsed by Sara Davison and or Sara Davison Global Enterprise Limited.

## **11) SEVERABILITY**

- 11.1 The invalidity or unenforceability of any one or more provisions of these Terms and Conditions will not affect the enforceability of the whole or any other provision.

11.2 Should any provision of these Terms and Conditions be found to be unenforceable or invalid, such provision shall be ineffective only to the extent of such unenforceability or invalidity and be limited in time duration or amount to as shall be lawfully valid and enforceable.

11.3 The remaining provisions of these Terms and Conditions shall continue to be binding and in full force and effect.

## **12) ENTIRE AGREEMENT**

12.1 All documents' schedules and appendices referred to herein shall be deemed to be incorporated by reference,

12.2 No variation of these Terms and Conditions shall be effective unless it is in writing and signed by the parties (or their authorised representatives). (Signed means a wet signature).

12.3 These terms constitute the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between the Parties, whether written or oral, relating to the subject matter of the Agreement.

12.4 Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms and Conditions.

12.5 Nothing in these Terms and Conditions shall operate to limit or exclude any liability for fraud (including fraudulent misrepresentation) or any other type of liability that cannot be lawfully excluded or limited.

## **13) ASSIGNMENT AND SUCESSORS**

Neither party may not assign or delegate its rights or obligations hereunder without the prior written consent of the other party.

## **14) NO PARTNERSHIP/NO AGENCY**

Nothing in these Terms and Conditions is intended to or shall operate to create a partnership between the Parties or authorise either Party to act as agent for the other, and neither Party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

## **15) CONFIDENTIALITY**

15.1 Confidential Information includes all information (however recorded or preserved) disclosed by a party or its Representatives to SDGE to You whether before or after the Effective Date in connection with these Terms and Conditions, including but not limited to:

15.2 Any information that would be regarded as confidential by a reasonable businessperson relating to:

- a. the business, assets, affairs, of SDGE plans, intentions, or market opportunities and
- b. the operations, processes, and information concerning the creation production and format of the Services together with all information, know-how, designs, trade secrets, software, methods, and procedures.
- c. any information developed while performing the Services; and
- d. all data information and materials provided to you for the purpose of any Course or program.

15.3 The provisions of this Clause shall not apply to any Information that:

- a. is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this Clause);
- b. was available to the receiving party on a non-confidential basis before disclosure by the disclosing party.
- c. was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party.

or

- a. the parties agree in writing is not confidential or may be disclosed; or
- b. is developed by or for the receiving party independently of the information disclosed by the disclosing party.

1.2 You shall keep SDGE's Confidential Information secret and confidential and shall not:

- a. disclose, or cause or permit to be disclosed, to any third party, person, or entity the Confidential Information,
- b. use any Confidential Information except for the purpose of exercising or performing coaching services in accordance with the principles models and procedures disclosed to You (Permitted Purpose)

1.3 You may disclose the Confidential Information to those in your organisation in or who assist you to deliver Coaching Services, and who need to know the Confidential Information for the Permitted Purpose, provided that You

- a. inform those representatives of the confidential nature of the Confidential Information before disclosure; and
- b. be and remain fully responsible for the security of the Confidential information and responsible for any unauthorised disclosures.
- c. mark all documents as confidential and take steps to ensure that only the authorised recipient may view and or retain the information so disclosed.

1.4 The Confidential Information shall be deemed to be and shall remain the legal and beneficial property of SDGE.

1.5 Notwithstanding termination or expiration of these Terms and Conditions, You acknowledge that its obligations of confidentiality with respect to SDGE shall continue in effect for a total period of six (6) years from the end of the Term.

## **2) FORCE MAJEURE**

2.1 If a Party reasonably considers itself to be prevented from or delayed in performing an obligation under these Terms and Conditions by a FORCE MAJEURE event that Party shall as soon as reasonably practicable after the start of the Force Majeure event but no later than 7 days from its start, notify the other Party in writing of the Force Majeure event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure event on the Party's ability to perform any of its obligations under the agreement; and

2.2 Use all reasonable endeavours to mitigate the effect of the Force Majeure event on the performance of its obligations.

- 2.3 Subject to compliance with Clause 16.2 a Party affected by a Force Majeure event shall not be in breach of these Terms and Conditions or otherwise liable for any failure or delay in the performance of its obligations to the extent that such failure or delay was so notified to the other Party. The time for performance of such obligations shall be extended proportionately with the duration of the relevant FORCE MAJEURE event.
- 2.4 If the FORCE MAJEURE event prevents, hinders, or delays the affected Party's performance of its obligations for a continuous period of more than 3 weeks, the Party not affected by the FORCE MAJEURE may terminate these Terms and Conditions by giving 3 weeks' written notice to the affected Party.

### **3) LAW AND JURISDICTION**

- 3.1 All Parties irrevocably agree on behalf of itself and its successors in title that the courts of England and Wales shall have exclusive jurisdiction to resolve any dispute or claims (including non-contractual disputes or claims) arising out of or in connection with the formation or operation of these Terms and Conditions.
- 3.2 Nothing in this Clause 17 shall limit or exclude any rights of SDGE to enforce any rights in in any territory in relation to Intellectual Property in accordance with the laws applicable to such rights which subsist in any territory where such Intellectual Property rights are owned or used (whether such use is authorised or not).
- 3.3 All operation of conflict of laws is excluded.
- 3.4 To the extent required each Party consents to being served with legal proceedings outside of the jurisdiction in which they are incorporated.

### **4) THIRD PARTY RIGHTS**

- 4.1 These Terms and Conditions does not confer any rights on any person or party (other than the parties to these Terms and Conditions and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 4.2 The terms and provisions of these Terms and Conditions are intended solely for the benefit of each Party and their respective successors or permitted assigns, and it is not the intention of the Parties to confer third-party beneficiary rights upon any other Person.



## SARA DAVISON ACCREDITATION PROGRAM

---

### **1) REPRESENTING YOURSELF AS SARA DAVISON ACCREDITED.**

#### 1.1 Subject to

- a. completing the appropriate level of training You will be entitled to request to trade and provide services as a Sara Davison accredited Breakup and Divorce Coach as the case may be.
- b. Payment of an annual membership fee (provided You are approved and have completed the relevant training)
- c. maintaining up-to-date skills and experience and participation in appropriate continuing education programs

1.2 You will be entitled to provide Coaching services under or by reference to the title Sara Davison Accredited and to use such logos names and nomenclature in such form and on such documents, signs and media as may be designated and approved by SDGE from time to time.

1.3 All promotional material which includes or references Sara Davison shall be approved by SDGE and not promote Your business or sell or make available the Products or the Services whether for the purposes of advertising, promotion, sales or otherwise through or on the world wide web, internet or any other electronic means without the SDGE's prior written consent which shall be given subject to such conditions as SDGE shall consider necessary to protect the goodwill and reputation of the Branded Business;

1.4 Whether during the term of this agreement or after its conclusion of any course, program or termination of any Accreditation You agree not to make any statements produce or publish any material which misrepresents your past or present association or relationship with SDGE nor suggests you are an agent of SDGE nor disparages or which might tend to bring SDGE into disrepute.

1.5 Save as provided by these terms and conditions You will not use, assist others to use any trade get-up logos, names or devices which might imply association with nor authorisation nor endorsement by Sara Davison.

### **2) STANDARDS AND REQUIREMENTS**

2.1 You are responsible for the quality applicability and appropriateness of Services you deliver to your clients as a Breakup and/or Divorce Coach.

2.2 Depending on the services you provide where and to whom you may be required to by law or regulation to participate in further courses continuing development obtaining qualifications, approvals certifications, licenses or permissions which are applicable to the provision of your business/ service in any jurisdiction or to any person or for a particular purpose

2.3 You will at all times whilst providing services as a Sara Davison Accredited Breakup and Divorce Coach (or other), abide by the highest ethical standards and shall ensure that any person associated with You who is performing services or assisting You in connection with Your provision of coaching services does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on You

2.4 You shall be responsible for the observance and performance by such persons of the provisions of these terms and shall be directly liable to SDGE for any breach by such persons of any of these terms and conditions.

- 2.5 You shall forthwith bring to the attention of SDGE any complaints or investigations into Your conduct or the provision by You of Divorce or Breakup coaching services as an accredited Sara Davison Breakup and Divorce Coach.
- 2.6 If the issue, complaint or investigation may in SDGE's absolute discretion taint diminish or adversely affect the reputation or standing of SDGE and or Sara Davison We may suspend or terminate Your entitlement to hold Yourself out as a Sara Davison accredited Coach with immediate effect. In such case You will immediately return all information, documents, workbooks and permanently delete or return all information know how and materials incorporating or recording any of the Intellectual Property and cease using the same.
- 2.7 You agree to secure and maintain professional indemnity insurance and such other insurance in respect of all foreseeable liabilities and for such limits appropriate to indemnify third parties in relation to all and any foreseeable losses and claims which may arise for the coaching service You provide as a Sara Davison Accredited Breakup and Divorce Coach and
- 2.8 You agree to indemnify and hold safe SDGE and Sara Davison in respect of all claim's whether in contract tort or other concepts of law for arising out of or relating to the provision of services by You as an Accredited Sara Davison Coach and in relation to all third party claims arising from the services you provide using or providing any Services using any part of the Confidential Information, learning, Intellectual Property and techniques.